

General Terms and Conditions for Purchase of Scheidt & Bachmann GmbH

These General Terms and Conditions of Purchase shall apply to orders placed by Scheidt & Bachmann GmbH as well as to orders placed by a subsidiary of Scheidt & Bachmann GmbH, unless such subsidiary refers to its own General Terms and Conditions of Purchase.

1.0 General provisions

We will place all orders for goods and services, now and in future, exclusively on the basis of these General Terms and Conditions for purchasing. No other conditions, including those to which we do not expressly object, will become part of the contract. Acceptance and payment of goods or services without express objection can under no circumstances be interpreted as acceptance of the other party's general terms and conditions.

2.0 Quotations/entering into a contract

2.1 Placed purchase orders will be accepted by returning the signed purchase order confirmation (attached to the purchase order) within 10 days. Silence on the part of the Supplier with whom we maintain a regular business relationship, will be deemed as acceptance of the purchase order.

2.2 It is the sole responsibility of the Supplier to obtain comprehensive information in respect of all the tender details and the requested work. By providing a quotation, the Supplier confirms that he is informed about all necessary facts, in particular with regard to the content of the tender, the local conditions, the assembly/delivery location and the traffic situation. Should the Supplier believe that any additional information is required, he will make all necessary arrangements by himself. Once the order has been placed, the Supplier can no longer raise any pleas with regard to own mistakes, to incomplete or are inaccurate tender and attached documentation or to the absence of any explicit description of goods and services that are part of the contractual scope according to accepted standards.

2.3 Any kind of contracts and amendments to or supplementary information regarding these contracts will be agreed in written form. Verbal agreements are binding for us only if we have confirmed them in writing. If the Supplier fails to accept a purchase order within the period set out in 2.1, we are entitled to revoke the purchase order.

3.0 Prices, shipping, packaging

3.1 The agreed prices are maximum prices including all incidental expenses, e.g. for packaging, freight and customs duties to and from the delivery address or the point of use as stated by us. Any applicable statutory turnover tax will be stated separately in the invoice.

3.2 Shipping is at the Supplier's risk (DDP Incoterms 2010, place of destination); the type of transportation will facilitate compliance with the agreed delivery date.

3.3 Each delivery will be accompanied by a delivery note containing at least our purchase order number and the product number.

3.4 The supplier will, in case of goods with limited suitability for storage, state the expiry date and, in case of goods subject to special storage and/or disposal regulations, state this information clearly visible on the good itself and on the packaging as well as on all purchase order confirmations and delivery notes. Furthermore, any dangerous goods are to be labelled accordingly. The Supplier will be liable for any damage that occurs as a result of failure to comply with these labelling obligations.

3.5 The Supplier will pack the goods in a manner suitable for undamaged transportation. In that respect, any specific delivery requirements such as special characteristics with regard to the goods or the type of transportation must be taken into consideration. The Supplier will be liable for any damage that occurs as a result of failure to comply with these obligations.

3.6 The Supplier will without further request inform us in writing about all applicable export restrictions. This information will be displayed clearly on the purchase order confirmations, the delivery notes and the invoices. The same applies to documents required for installation, processing, maintenance, repair, etc. of the goods. Any required certificates of origin or other evidence (e.g. suppliers' declarations, movement certificates, CE declarations and export licenses) will be made available to us free of charge upon request.

3.7 The disposal costs of the packaging material will be borne by the Supplier. Upon request, the Supplier will collect the packaging at the delivery address or the point of use as stated by us and will dispose of the packaging properly and without undue delay.

4.0 Issuing invoices and payment

4.1 Invoices will be sent separately from the goods and in duplicate. Our purchase order number and the product number must be referenced in full. The invoice will - at the latest - be sent to us within 14 days following a respective request by us. It will fulfil all requirements of the applicable law and will state separately the remuneration as well as the tax attributable to the remuneration.

4.2 In the absence of any deviating written agreement, payment will be made at our discretion either within 14 days subject to a 3 % discount or within 30 days net.

4.3 The payment period will commence one day following receipt of the proper invoice, provided the goods are free of defects. If the goods arrive at the delivery address or the point of use later than the invoice, the payment period will commence one day following receipt of the goods. In case of early delivery, the agreed delivery date will be the start of the payment period; the due date of the corresponding invoices will automatically be reset accordingly.

4.4 In the event of late payment, the rate of default interest will be limited to 3% above the respective base lending rate.

4.5 Payment cannot be deemed as acceptance of a defective delivery or performance.

4.6 Subject to § 354a HGB (German Commercial Code), any claim against us to which the Supplier is entitled may neither be assigned to any third party nor will any third party be entitled to collect the sum due.

4.7 The Supplier will be entitled to set off against our claims or exercise a right of retention only if and insofar as his

claim is undisputed or his counter-claim has become legally established or is based on the same legal relationship.

5.0 Performance scope/terms and conditions of delivery

5.1 The delivery dates and quantities are binding. Arrival at the delivery address or at the point of use is decisive for the determination of the delivery date; in case of services the regulation stated in the purchase order applies. A partial delivery that has not been agreed upon is not permitted and will not cause fulfillment of the contract. Early deliveries require our prior, written approval. The costs for any interim storage caused by early deliveries will be borne by the Supplier.

5.2 The Supplier will inform us about all required governmental permissions and reporting obligations with regard to the import and usage of the goods.

5.3 If the Supplier realises that the agreed delivery dates cannot be met for any reasons whatsoever, the Supplier will notify us in writing without undue delay, stating also the duration of and the reasons for the delay. The notification is a mandatory prerequisite for the Supplier to invoke reasons of delay for which the Supplier is not responsible.

5.4 All cases of delay will be governed by law. Acceptance of a delayed good or service does not constitute a waiver of any kind of compensation claims. Where reasonable, we may request from the Supplier changes to the delivery even after conclusion of the contract. Any effects on the costs and on the delivery dates resulting from such changes will be taken into consideration accordingly.

5.5 After expiry of a reasonable grace period set by us, we are entitled to claim for damages instead of delivery/performance. The claim for delivery/performance expires as soon as we assert the claim for damages.

5.6 Force majeure at the facilities of the party seeking relief, such as shutdown of the systems as a result of a stroke of lightning, hurricanes, explosions and fire etc., but excluding boycotts, strikes, lock-outs, sit-down strikes, occupation of factories and real estate, stoppage of work as well as late deliveries - in each case of more than 4 weeks – releases the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effects. The contracting parties are, within reasonable boundaries, obliged to furnish the necessary information immediately and to adjust their obligations in good faith in line with the changed circumstances. In the event that the force majeure event lasts longer than 6 weeks, each party is entitled to terminate the contract without any obligation to pay compensation.

6.0 Acceptance

6.1 Insofar as the Supplier is obliged to manufacture and to deliver a certain work result (as per §631 BGB (German Civil Code)), the parties hereby expressly agree on formal acceptance by way of counter-signature of an acceptance protocol. In case of work that can no longer be tested and examined at a later date, the Supplier is obliged to send a timely request for review to us in writing. Any deemed acceptance by way of silence in response to the Supplier's request for acceptance, payment or putting the work into use, is hereby excluded.

6.2 Any mandatory official acceptance that may be required, in particular any acceptance by authorised experts, must be arranged for by the Supplier prior to acceptance, if not expressly excluded from the work scope. Any official certification regarding faultlessness as well as any official acceptance will be forwarded to us in due time prior to acceptance.

7.0 Warranty

7.1 In any case, the Supplier is liable for his goods and services at least as provided by law - irrespective of whether the liability is covered by the provisions below.

7.2 The goods and services supplied by the Supplier will comply with the requirements stipulated within the purchase order; any kind of variations require our prior written approval. We will inspect incoming goods only to the extent required by law. Such inspection generally covers examination of the quantity, identity and outward appearance (transport damage) for obvious defects.

7.3 The Supplier warrants that all supplied goods and services comply with the latest technical state of the art, with all relevant legal provisions and the regulations, ordinances and directives issued by public authorities, trade associations and professional associations, and that they are suitable for the agreed purpose. If reference is made to specifications according to standards and/or DIN in purchase orders, the most recent version is valid unless a specific version is stipulated. The Supplier is obliged and warrants to apply a quality assurance system that meets the requirements of the latest version of the standard DIN EN ISO 9001 (quality management systems – requirements) or a comparable standard (for example ISO/TS 16949). Furthermore, the Supplier warrants complying with all requirements and volume outputs as documented in the data sheet, respectively in the specification/scope of work.

7.4 During the warranty period, the Supplier will, without undue delay, free of charge and including all incidental expenses, eliminate all defects to the goods or services for which notification is provided. The term defect includes the failure to provide guaranteed data and standards as specified in data books or data sheets as well as the lack of warranted characteristics. Elimination will, at our choice, be carried out either by way of repairs or by replacement of the defective parts. Return of notified defective goods will be made at the expense and risk of the Supplier. The Supplier will also reimburse us for all reasonable inspection costs we incur in the course of identification of the defects.

7.5 In urgent cases, in particular if further delay in providing the warranty obligations would lead to even greater damage, and if due to particular urgency it is no longer possible to give the Supplier the opportunity to provide remedial action, we are entitled, without causing any restriction to our warranty rights, to eliminate (either by ourselves or by a third party) all identified defects at the Supplier's cost without setting a grace period. The Supplier may object the obligation for reimbursement in accordance with § 439 Abs. 3 BGB (German Civil Code).

7.6 After expiry of a grace period set by us for subsequent improvement or replacement delivery, we are entitled to exercise the statutory rights regarding withdrawal or reduction of the purchase price. Any rights to claim for damages are expressly reserved. This applies equally to any claims for damages instead of delivery/performance.

7.7 In addition to the foregoing rights, in the event that the supplier does not fulfill his warranty obligations within a period set by us, we are entitled to reject the entire delivery or delivery lot if we have justified reasons to believe that part of the lot or the whole delivery is affected by the same kind of defect. This is the case if the defect in question is detected in more than 5% of the delivered products within the warranty period. In this case our warranty rights by law or contract will be extended to the entire delivery or delivery lot.

7.8 If the supplier does not fulfil his warranty obligation within a period set by us, we can take (either by ourselves or by a third party) all the necessary measures at the supplier's expense and risk without prejudice to his warranty obligations. Such costs will be reimbursed to us without undue delay; a set-off is allowed only with claims against us that are undisputed, final and unappealable, or if the setting off refers to counter-claims from the same legal relationship.

7.9 To safeguard our interests, the Supplier hereby assigns the warranty claims to which he is entitled against his sub-suppliers to us. We accept this assignment, but retain the right to decide freely whether or not to bring action against the Supplier or his suppliers.

7.10 In the absence of any deviating agreement, the warranty period is 36 months and commences on the day on which we receive the goods or services. In case of early delivery, the agreed delivery date is the start of the warranty period. In case of goods and services which require acceptance by us, the warranty period commences upon acceptance.

7.11 The warranty period for repaired or replaced goods is 36 months starting with repair or replacement unless in cases of minor defects that could be eliminated by the Supplier without notable effort.

7.12 The Supplier will in each case immediately commence with the elimination of defects. The Supplier will make available an interim solution to bypass the respective defect until its ultimate elimination unless this is proven to be impossible for the Supplier or inappropriate with regard to the effects caused by the defect.

7.13 The Supplier will pay 0.15 % of the agreed remuneration as liquidated damages for each workday on which the goods or services are to be used but as a result of any defects that are subject to warranty cannot be used for more than eight hours counted from the point in time when notification of the incident is made. The Supplier is entitled to proof that either no damages incurred or that the incurred damages were considerably lower than the liquidated damages. The obligation to pay the liquidated damages is limited to a maximum period of 33 workdays. We reserve the right to assert further claims for damages by way of crediting the liquidated damages.

8.0 Notification of defects

8.1 We will provide notification of defects on goods or services without undue delay as soon as these are identified in the ordinary course of business. In case of a complex, time-consuming inspection, we will provide that notification within 20 workdays, in all other cases at the latest within 10 workdays following receipt of the delivery. In case of defects that are not identified in the course of the inspection of incoming goods in accordance with section 7.2, the time limit for providing the notification will commence with identification of the defect. Notification of hidden defects can be made within 10 workdays after such defects are identified. Insofar, the Supplier waives his rights for objection to delayed notification of defects as per § 377 HGB (German Commercial Code).

8.2 If a defect is attributable to the performance description, to any instruction made by us or to material or preliminary work of another company delivered or prescribed by us, the Supplier will only be released from warranty for this defect if the Supplier has, prior to delivery or performance and in writing, drawn our attention to his doubts with regard to the performance description, instruction or material or preliminary performance of other companies and if he has given us the opportunity to provide remedial action accordingly.

8.3 The warranty claim will expire at the earliest upon expiry of the warranty period. Providing notification of defects will suspend expiry of the warranty claim.

9.0 Product liability

9.1 If legal action is initiated against us for violation of official safety regulations or on the basis of domestic or foreign statutory product liability provisions because of a defect of our product which is attributable to the Supplier's goods or services, we are entitled to request compensation from the Supplier for such damage to the extent as the damage is caused by the Supplier's goods or services. Such damage also comprises the costs incurred by means of a precautionary re-call campaign.

9.2 Within his liability as per section 9.1, the Supplier is obliged to reimburse us also for any expenses in accordance with §§ 683, 670 BGB (German Civil Code) and §§ 830, 840, 426 BGB (German Civil Code), arising from or in connection with a re-call campaign conducted by us. We will inform the Supplier – whenever possible and acceptable – about the content and the scope of the re-call campaigns to be performed, and will give the Supplier the opportunity to comment. Other statutory claims remain unaffected.

9.3 The Supplier warrants that he has obtained, and will maintain, an appropriate extended product liability insurance policy including coverage of the risks stated in section 4 of the "Special conditions and descriptions of risk for the product liability insurance of industrial and commercial enterprises (version 2008)", including coverage of reasonable costs incurred by the customer for the investigation of defects. Upon request, the Supplier will provide proof of the existence of the insurance, and of the amount of the insured sum; we are to be notified about any changes without undue delay. Violation of the above obligations by the Supplier will entitle us to withdraw from the contract or to terminate for cause with immediate effect.

10.0 Confidentiality

10.1 The Supplier is obliged to treat in confidence and not to disclose to any third party any commercial and technical information of which he becomes aware as result of the business relationship and which is not common knowledge. Any Employees and sub-suppliers will be obliged accordingly.

10.2 This obligation to maintain confidentiality also applies after completion of the contract; it will only expire if and insofar as the production know-how contained in the surrendered diagrams, drawings, calculations and other documents has become common knowledge.

10.3 Any process descriptions, drawings, samples, models and other details that we provide to the Supplier to execute the purchase order as well as any developed processes and drawings, samples and models etc. made by the Supplier according to our specific prescription, may, in absence of any deviating written approval from our side, not be used by the Supplier for purposes other than executing our purchase order. Upon request, they will be handed over to us without undue delay, together with all copies or duplications; any right of retention is hereby excluded.

10.4 The Supplier will be liable for all damages resulting from violation of these obligations.

10.5 For each case in which the obligations as per sect. 10.1 – 10.3 are violated (and in addition to the claim for

damages in accordance with sect. 10.4), liquidated damages to be determined by our reasonable discretion will fall due immediately in the sum of up to € 25,000.00. The Supplier is free to make arrangements for a court to identify the adequacy of the amount of the liquidated damages. In case of claims for damages, any liquidated damages that have already been paid will be credited.

11.0 Transferability/subcontractors

11.1 Any work may, either wholly or in part, be assigned to sub-suppliers only with our prior written approval.

11.2 In case the approval is granted, the Supplier will transfer its obligations to all of his sub-suppliers in the same way as the Supplier is bound under this contract. The Supplier is responsible for the sub-supplier's faults as he is for his own fault.

11.3 Any assignment and/or pledge of claims against us are excluded.

12.0 Ownership rights/technical documentation

12.1 Upon hand over of the good(s) to be supplied, we immediately acquire ownership of the good(s). We do not acknowledge any reservation of title regarding the supplied good(s), neither basic, nor extended or overall reservation of title.

12.2 We reserve ownership of all documents, samples, models, drawings, tools, workpieces for processing etc. surrendered to the Supplier; the Supplier will use these items exclusively for manufacturing of the goods we have ordered and will mark any such items accordingly. The Supplier will insure, at his own cost, our items at full replacement value covering fire damage, water damage and theft. The Supplier hereby assigns all compensation claims resulting from such insurance in advance to us and we hereby accept the assignment. The Supplier will perform all necessary maintenance and inspection work on our tools and will perform all maintenance and repair work at his own cost without undue delay. The Supplier will notify us immediately of any incidents; if he culpably fails to do so, any claims for damages remain unaffected.

12.3 The Supplier acknowledges that we own the exclusive copyright to the drawings, drafts, models etc. surrendered to the Supplier. In case the Supplier acquires own copyright in the course of processing for us the drawings, drafts and models etc. surrendered to the Supplier, the Supplier grants us already today an indefinite, exclusive and gratuitous license to this copyright.

12.4 We retain ownership of any items we make available to the Supplier. Any processing or transformation thereof by the Supplier will be deemed to have been performed on our behalf. If our items are processed together with other items that we do not own, we will acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to that of the other processed items at the time of processing.

12.5 If the item made available by us is inseparably mixed with items that we do not own, we acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to that of the other mixed items at the time of mixing. If the mixing is performed in such a manner that the Supplier's item is to be regarded as the primary item, the Supplier assigns pro-rata co-ownership to us; the Supplier will store the solely-owned or co-owned items on our behalf.

12.6 Insofar as the security interests to which we are entitled in accordance with section 12.4 and/or section 12.5 are exceeded by more than 20% of the purchase price of the items surrendered to the Supplier, we are obliged to release the security rights at the Supplier's request.

12.7 After delivery, the Supplier will hand over to us the required quantity of corresponding drawings, calculations and other technical documents (descriptions etc.) in English and the established DIN standard. They must be reproducible and will be updated to the latest status if subsequent alterations are made to the good(s). The Supplier will, in particular, hand over any documentation of control as well as the control software, including source codes, if this is necessary for contractual use/further processing.

13.0 Property rights

13.1 The Supplier warrants that the contractual products are free from third party property rights, copyrights and any other rights that could restrict the use of the contractual products by us and/or our customers. If contractual use is impaired or prohibited as a result of asserted violations of property rights, copyrights and/or other rights, the Supplier is nevertheless obliged to comply with the contractual provisions. To ensure compliance the Supplier may, at his own discretion, either modify or replace the contractual products in such way that they are no longer subject to the property rights, copyright and other rights. Alternatively, the Supplier may obtain the right(s) for us to use the contractual products as per the contract without restrictions and without additional costs for us.

13.2 If the Supplier fails to eliminate the restriction on the rights of use in the sense as defined above, we are entitled to withdraw from the contract either in full or in part, to request a reduction of the remuneration (also with retrospective effect) up to the amount of the total remuneration or to claim for damages instead of entire or partial delivery/performance.

13.3 In case of property rights, copyrights or other rights being asserted, the Supplier will accept sole liability towards the party invoking the property rights, copyrights or other rights and will release us internally from all liability. In case third parties assert a claim against us and/or our customers (including but not limited to such claims to compel us/them to refrain from an act and/or for compensation either in or out of court), the Supplier will release us and our customers internally from all losses arising there from (such as development costs for a substitute solution that is not protected), including court costs and the reasonable cost of legal defence. We are entitled, at the Supplier's cost, to obtain ourselves the authorisation for use of the affected goods and services from the beneficiary.

13.4 We will notify the Supplier in writing if claims are asserted against us for the violation of property rights, copyrights and/or other rights. In the event of a lawsuit conducted against us for the violation of a property right, copyright or other right, the Supplier will join this lawsuit on our side at the latest two weeks following the notification.

13.5 Sub-sections 13.1 to 13.3 do not apply to the violation of foreign property rights as long as the Supplier is not aware, or cannot reasonably be expected to be aware, that the goods are being delivered to the affected country. The Supplier will, insofar, only be liable to the extent specified by law.

13.6 The warranty period regarding Supplier's liability for property rights is 36 months from acceptance.

14.0 Prevention of accidents

14.1 In case of work within our company facilities or premises, on building sites and on our vehicles etc., the Supplier mandated to perform such work will be liable for compliance with all regulations for the prevention of accidents and with other precautionary measures that are to be taken into consideration.

14.2 Prior to commencement of work, the Supplier will formally take over and examine the building site, including all foundations, connectors, staking outs etc.

15.0 Insolvency on the part of the Supplier, product alterations

15.1 If the Supplier suspends payments or if insolvency proceedings regarding his assets or for court or out-of-court composition proceedings are requested, or if cheque or bill protests are asserted against the Supplier, we are entitled, with respect to the part of the contract that has not been fulfilled, to withdraw from the contract without giving rise to any claims against us resulting therefrom.

15.2 All our claims, including those regarding parts of the work, will automatically become due as soon as the Supplier suspends payments or any insolvency proceedings regarding the Supplier's assets are opened.

15.3 If the Supplier intends to stop the production of a product ordered by us in the previous 5 years, or if any intended amendment to the production process leads to any modification to such a product, the Supplier will notify us of his intention without undue delay. If the Supplier fails to provide such notification, he will compensate us for all damages we suffer as a result.

16.0 Software

16.1 For all software included in the Supplier's delivery scope, the Supplier will grant us an unrestricted, assignable right to use this software, including the software documentation, without any limitations in terms of space and time.

16.2 For non-standardised software, the Supplier agrees to make any alterations/improvements to the software as requested by us within 5 years from delivery of the software, subject to reasonable reimbursement of costs. Insofar as the software originates from a sub-supplier, the Supplier will oblige the sub-supplier accordingly.

17.0 Anti-corruption clause

17.1 The Supplier warrants that he will not take any action, or will not fail to take any action, which might, irrespective of the form of involvement and in particular with regard to corruption or violation of antitrust and competition law, lead to any regulatory or criminal law punishment of the Supplier, of persons employed by the Supplier or of any third parties commissioned by the Supplier. The Supplier is responsible for implementing suitable measures to avoid such violations. In this context, the Supplier will in particular oblige accordingly the persons employed by the Supplier or any third parties he has commissioned.

17.2 The Supplier will, at our written request, provide information about the above-mentioned measures, in particular regarding its content and implementation status.

17.3 The Supplier will immediately inform us about any governmental investigations for violation. Furthermore, in case of indications of a violation on the part of the Supplier, we are entitled to request written information about the violation and the adopted measures from the Supplier and to stop such a violation and to avoid it in the future.

17.4 In the event of a violation, we are entitled to request that the Supplier immediately refrains from the violation and that he provides compensation for all damage we sustain as result from this violation.

18.0 Minimum wage, work safety, environmental and data protection

18.1 The Supplier will comply with all requirements as defined by the applicable German Minimum Wage Act (MiLoG), that is to pay to his employees since 1 January 2015 a monthly hourly gross rate at the amount specified by applicable law, at present at least € 8.50/hour. The Supplier will record compliance with the minimum wage in line with applicable law, namely he will record the commencement, end and duration of the daily working time at the latest by the end of the seventh calendar day following the day on which the work was performed, and will retain these records for at least two years from the effective date applicable to the record.

18.2 In the event that legal action is brought against us by an employee regarding the payment of salary in accordance with the German Minimum Wage Act, which is due to the Supplier's failure to meet the requirements of the German Minimum Wage Act, or if we are forced to defend ourselves against such claims, the costs of any legal proceedings, including any lawyers' fees, will be fully borne by the Supplier. The Supplier will also pay any judgment debts unless they result from a violation of law committed by us.

18.3 The Supplier will comply with all regulations regarding minimum requirements for safety at the workplace and will pay social security contributions for his employees as required by law. Any kind of clandestine work is expressly prohibited.

18.4 The Supplier undertakes to comply with all applicable environmental and data protection regulations.

18.5 Scheidt & Bachmann has established an environmental and energy management system according to DIN EN ISO 14001:2015 and DIN EN ISO 50001:2011. Energy use, energy consumption and energy efficiency are relevant procurement criteria to us. In case of equivalent procurement options we will decide in favor of the source of supply with better energy and environmental attributes.

19.0 Liability on the part of the Supplier

The Supplier will be liable for intent and for any form of negligence on the part of his employees, staff members and vicarious agents.

20.0 General provisions

20.1 In the event that individual parts of these General Terms and Conditions of Purchase are or become invalid, this will not affect the validity of the other provisions. Instead, the invalid provision will be replaced by a legally valid provision that comes closest to the will of the contracting parties.

20.2 Place of performance for all deliveries and services will be the delivery address or the point of use as specified by us in the purchase order. Transfer of risk will also take place there.

20.3 The place of jurisdiction will be Mönchengladbach.

20.4 These General Terms and Conditions of Purchase are governed exclusively by the law of the Federal Republic of Germany under exclusion of the United Nations Convention on the International Sale of Goods (CISG), dated 11 April 1980.

Scheidt & Bachmann GmbH, Version 08/2021